

OCT 28 1985

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSIONWISCONSIN EMPLOYMENT RELATIONS COMMISSION  
BEFORE THE IMPARTIAL ARBITRATOR

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In the Matter of the Petition of :  
:  
CITY OF OAK CREEK :  
:  
For Final and Binding Arbitration :  
Involving Firefighting : AWARD AND OPINION  
Personnel in the Employ of :  
:  
CITY OF OAK CREEK :  
(Fire Department) :  
:

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Case No. 51  
No. 34350 MIA-963  
Decision No. 22463-A

Hearing Date June 13, 1985

Appearances:

For the Employer Mulcahy & Wherry, S.C.,  
Attorneys at Law, by  
MR. ROBERT H. BUIKEMA

For the Union Shneidman, Myers, Dowling,  
Blumenfield & Albert,  
Attorneys at Law, by  
MR. TIMOTHY E. HAWKS

Impartial Arbitrator MR. ROBERT J. MUELLER

Date of Award October 25, 1985

BACKGROUND

The City of Oak Creek, hereinafter referred to as the "City" and the Oak Creek Professional Firefighters Association, IAFF, Local 1848, hereinafter referred to as the "Association", reached an impasse in negotiations on a successor agreement for the calendar year 1985. A petition was filed with the Wisconsin Employment Relations Commission initiating final and binding arbitration pursuant to Section 111.77 of the Wisconsin Statutes. The petition was processed to arbitration before the undersigned in conformance with the statutory procedures.

The arbitrator is charged with applying the criteria expressed in Section 111.77(6) of the Wisconsin Statutes to the final offers of each party and to determine which of the two final offers is most supported by the application of the statutory criteria and select the final offer that is so favored to be incorporated into the parties' 1985 Collective Bargaining Agreement. Each of the parties submitted final offers that were addressed to the single issue of wages that remained unresolved between the parties. Said final offers were as follows:

FINAL OFFERS

City Offer:

OAK CREEK FIREFIGHTERS  
1985 SALARY SCHEDULE

Effective January 1, 1985	Yearly	Monthly
New Hire	\$ 22,623.04	\$1,885.25
Firefighter after 1 year	23,998.52	1,999.88
Firefighter after 2 years	25,373.63	2,114.47
Firefighter after 3 years	26,748.89	2,229.07
Lieutenant	29,423.77	2,341.98
Captain	32,366.15	2,697.18

Association Offer:

THE FINAL OFFER OF LOCAL 1848  
FOR THE CONTRACT YEAR JAN. 1, 1985 TO DEC. 31, 1985 IS

New Hire	\$22,514.79
1 year	23,883.69
2 years	25,252.23
3 years	26,620.90
Lieutenant	29,282.99
Captain	32,211.29

+ \$58/mo to each member of the bargaining unit as a Social Security offset. This payment to be made monthly. This payment to be implemented Dec. 1985. Payments to be made in the 1st pay period of each month.

POSITIONS OF THE PARTIES AND DISCUSSION

The salary schedule under the Board's final offer constitutes a 4.5% across the board wage increase. The Association's final offer applied to the salary schedule constitutes a 4% across the board wage increase. When one adds the one month payment of \$58.00 for the final month of the proposed one year contract to the Union's salary schedule offer, the Association's offer is computed to be 4.22%. The monetary difference between the two final offers for the contract year 1985 is slightly in excess of one-quarter of 1% or .28%.

Union Postion

The Union made reference to other Milwaukee County communities that were proximate to Oak Creek consisting of South Milwaukee, Cudahy, St. Francis, Greenfield, Greendale, Franklin and West Milwaukee. They also referred to other suburban communities in the Milwaukee County area who employed full-time firefighters consisting of West Allis and Wauwatosa to the west of the City and Shorewood, Whitefish Bay and Glendale lying to the north of the City of Milwaukee. They also referred to two additional communities of Brookfield and Waukesha who employed full-time firefighters.

They pointed out that of all the communities mentioned whose Fire Departments employed firefighters on a 24-hour per day schedule, only Greenfield maintains coverage of employees under both federal Social Security and the Wisconsin Retirement System Pension Program similar to Oak Creek. All other firefighters are covered only by the Wisconsin Retirement System Pension Program. They point out that during contract negotiations on the wage reopener for January 1, 1984, the

parties encountered serious disagreement over the impact of dual coverage of the Oak Creek firefighters under both Social Security and WRF and as a result appointed a committee to investigate and make a factual report on the matter of dual coverage. The parties sought and obtained the assistance of Mr. Blair Testin, an expert in the subject matter who supplied a report to the parties. The Union described some of the more relevant aspects of Mr. Testin's findings and report in their brief as follows:

"...Testin demonstrated that the cost to the City of Oak Creek for total state and federal pension contributions was 2.65% less than that paid by comparable communities who participated in the Wisconsin Retirement System only. The cost to Oak Creek employees, however, was 7.05% of their income more than the cost to employees in other communities who participated in the Wisconsin Retirement System only. Thus Oak Creek employees pay 7.05% more and the City pays 2.65% less during 1985 than the employees in the municipalities respectively of every comparable group besides Greenfield. Because Oak Creek firefighters are on both systems, they have a reduced Wisconsin Retirement System benefit."

Association Exhibit No. 7 sets forth the percentages as a percentage of payroll cost for protectives with Social Security as compared to protectives without Social Security.

"1985 Wisconsin Retirement System Costs  
as Percentage of Payroll

"Protective s/Social Security		Protectives w/o Social Security
Er Normal Cost	10.8%	18.2%
Er Amortization	1.3%	1.6%
Er Subtotal	12.1%	19.8%
EE Cont. Pickup	6.0%	8.0%
Er WRS Total	18.1%	27.8%
Plus Er Soc.Sec.	7.05%	--
Er Grand Total	25.15%	27.8%

Difference = 2.65%"

The Union pointed out that prior to 1983 there existed a mechanism by which the City could have elected out of Social Security coverage for the firefighters. In 1983 changes in federal regulations prohibited any such change subsequent thereto. The Union contended they had previously tried to persuade the City to elect out of coverage under Social Security for firefighters but had been unsuccessful in doing so. Now that the regulations prohibit such election, the Union cannot attempt to negotiate non-coverage under Social Security. As a result, their only recourse is to seek compensation that would make up the difference in what the cost of dual coverage is to employees and the lower cost that such dual coverage is to the City so as to more fairly compensate employees who have dual coverage in a comparable way to those vast majority of other cities whose employees are covered only by WRF.

The Union's position, stated in the most simple form, is that social security coverage is simply not worth the price that firefighters pay for it. In the first instance, firefighters are required to contribute a percentage of their gross pay for such coverage. Secondly, as a result of dual coverage, the Employer is required to pay less on behalf of each employee for such dual coverage as other comparable

communities pay to WRF on behalf of their employees. Thirdly, firefighters normally retire at age 55 and as a result they are without Social Security benefits until either age 62 or age 65. Such age is scheduled to be increased in the future. Additionally, there are now integrated formulas for employees covered by both Social Security and WRF to the extent that there is reduction in benefits of one or the other for employees who receive both on a percentage type integrated formula. Finally, they argue that firefighters would have to reach approximately age 72 before having recouped benefits of the value equal to what their own individual contribution was toward Social Security in the first instance.

In its brief, the Union developed and analyzed a hypothetical case illustrating the above points as follows:

"Assume for the purposes of this argument that an Oak Creek firefighter is currently earning \$26,000.00 annually and that he has received 5% increases in each of the last two years. Also, assume for the purposes of this argument, that a firefighter in another community has earned exactly equal amounts in each of the last three years. The Oak Creek firefighters will receive an annual pension benefit from the Wisconsin Retirement System of \$14,865.00. This is computed by taking the average of the last (presumably the highest) three years earnings or \$24,775.00 multiplying that by .02 and (assuming that the firefighter has been employed for 30 years) by the number of years of credible service. The firefighter in most any other community will receive a pension benefit of \$24,775.00 times .025 times 30 or \$18,581.00 annually. This pension benefit becomes available during the first month following the month in which the firefighter turns 65. Thus, the annual cost to the Oak Creek firefighter in benefit amounts under the Wisconsin Retirement System as a consequence of being included on the social security system as well is \$3,716.00.

"Upon reaching the age of 65, the Oak Creek firefighters will begin to receive a full primary insurance amount of approximately \$758.00 per month. This annual social security payment of \$9,100.00 will be paid in addition to the Oak Creek firefighter's receipt of Wisconsin Retirement System benefits. However, as a consequence of the continued reduced benefit as compared to the firefighter in another community, the net difference at the age of 65 is approximately \$6,300.00. That is to say that the benefit of the Oak Creek firefighter under both systems is approximately \$6,300.00 more than the benefit of the non-social security participant employed in another community. Thus, during the first ten years between age 55 and age 65 the Oak Creek firefighter would receive \$37,160.00 less than his brother employed in another community. Then, beginning at age 65 the Oak Creek firefighter begins recuperating this loss in an amount of approximately \$6,300.00 per year. Thus, it would take an approximate six additional years before the Oak Creek firefighter breaks even as compared to his brother in another community.

"This six year period is the minimal amount of time because a precise calculation of comparison of the two streams of income would need to be reduced to present value. The present value of \$37,000.00 received during

years 1 through 10 would be considerable more than the present value of the stream of income generating \$37,000.00 received beginning in the 10th year and continuing through the 16th. By conservative estimation that an average Oak Creek firefighter must live to age 72 before realizing any pension benefit attributable to his dual enrollment in social security and the Wisconsin Retirement System as compared to benefits received by participants in the Wisconsin Retirement System only.

"For this potential realization of a benefit at age 72, the Oak Creek firefighter pays up to 7.05% of his income for the first 30 years of his working career. The City, on the other hand, has saved at least 2.65% as a consequence of its employees dual enrollment. The Union submits that the savings realized by the City approximates the excess value paid in by firefighters to social security beyond the benefit received by living to an age greater than 72. Obviously, any firefighter who dies before age 72 has in large part lost the use of his social security contribution.

"It is this fundamental cost/benefit inequity which the Union addresses in its final offer presented to the arbitrator."

The Union argues that comparable costs are not the most reliable criteria upon which this dispute should be decided. The more appropriate criteria is consideration of the unique fundamental inequity created by the dual coverage of Social Security and Wisconsin Retirement Fund and to apply the basic test of which of the parties' offers more reasonably addresses and corrects such inequity.

With respect to the comparables, the Union argues that they support the Union's final offer as being the more reasonable and points specifically to the City of Greenfield which provides dual coverage of its employees. The Union addresses such comparison and comparison to other comparables in its brief at pages 11-12 as follows:

"In terms of immediate comparability, the most evident example is the City of Greenfield. In 1985 this City of Greenfield's firefighters were paid \$2,302.00 per month at the top step. The Greenfield firefighter's annual income was therefore \$27,624.00. The Union's final offer in this case even after the \$58.00 adjustment is added results in a monthly payment of \$2,276.00 in the month of December, 1985. Thus, the Union's final offer for a firefighter in the City of Oak Creek with the social security adjustment, results in a net cost to the City of Oak Creek of \$26.00 less than the cost for salary only of a firefighter in the City of Greenfield. Most graphically, the Union's final offer annualized cost for wages and the one month social security adjustment for a firefighter is approximately \$952.00 less than the City of Greenfield pays for its top step firefighter.

"Narrowing the comparative analysis to those suburban communities excluding West Allis and south of Interstate 94, it remains apparent the Union's final

offer reasonably accounts for the unique situation it finds itself in by being included as a participant in the social security system. The monthly maximum firefighter pay for those communities not in the social security system is as follows: Cudahy - \$2,252, Greendale - \$2,230, South Milwaukee - \$2,267, West Milwaukee - \$2,189, St. Francis - \$1,930. In each of these communities the employer pays 2.65% more during 1985 than Oak Creek toward the cost of pension benefits. Those costs per month by community are as follows: Cudahy - \$59.68, Greendale - \$59.09, South Milwaukee - \$60.07, West Milwaukee - \$58.01, St. Francis - \$51.14. Additionally, the Oak Creek firefighter will have deducted from his pay check approximately \$154.00 as his contribution to the social security system whereas none of the employees in the above bargaining units would have such a reduction."

City's Position

The City argued that its final offer of 4.5% increase in wages is the more reasonable because it maintains competitiveness and is more consistent with the percentage increases granted in other comparable municipalities. At page 8 of its brief, the City sets forth the following percentage comparison:

1985 PERCENTAGE WAGE INCREASES

<u>CITY</u>	<u>PERCENTAGE INCREASE</u>
Brookfield	4.5%
Brown Deer	4.0%
Cudahy	4/1 2.5%
	7/1 1.1%
	Actual 2.43%
Glendale	5.0%
Greendale	5.0%
St. Francis	6.0%
South Milwaukee	3.0%
West Milwaukee	5.5%
Average	4.46%
Oak Creek	
City:	4.5%
Assn:	4.0% + \$58/month "Social Security offset"

The City argues that the City's final offer of 4.5% is more reasonable and comparable to the average increase of 4.46% than is the offer of the Association including the proposed Social Security offset which in percentage is 4.22%.

The City points out that the Union's offer does not provide for adding or incorporating the proposed Social Security offset amount to the salary schedule. As a result, any future percentage increases that the parties negotiate would result in lower increases because such percentage would be applied to a lower base. The City also argues that the Association's offer involves hidden future costs that one cannot ignore. They compute such hidden costs to be an additional 2.7% for a full 12-month period compared to the 1-month cost of .22% for the 1985 contract.

The City argues that the concept of a Social Security offset is unsupported by all other comparables and constitutes an illogical and unsupported concept that materially changes the status quo. They argue that the two other municipalities of Franklin and Greenfield, who provide dual coverage for their employees, do not provide any Social Security offset. They further argue that, consistent with the conclusions reached by other mediator/arbitrators, the Union has failed to support the considerations necessary to support a change in the status quo, such as support in the comparables, or a demonstrated need for such change.

The City contends that arbitrators generally are and should be reluctant to grant through arbitration new benefits. They contend the rationale of arbitrators is that new benefits should be negotiated through free and open negotiations between the parties and that a new benefit, if granted, should be done only where there is persuasive supporting reasons to justify such new benefit or a change in a status quo subject matter. The City states at page 22 of its brief in summary type fashion,

"It has already been shown by the City that there is no support in the comparables for a change in the status quo. (See pp. 14-18, supra). In addition, there has been no showing by the Association of any further compelling need, apart from the comparables, to change the status quo. The Association has never had a 'Social Security offset' in their collective bargaining agreement with the City of Oak Creek. The City has resisted the Association's 'offset' proposal for several reasons, including: it contains significant repeated costs for the future; it involves a drastic change in the status quo; it is not comparable; and, it is not necessary because the firefighters already have Social Security."

Finally, with respect to the Union's position that Social Security benefits are not worth the monies employees are being required to pay therefor through withholding, the City argues that Social Security is a recognized form of deferred income which accrues to employees at a later date. Addressing the Association's contention that employees receive no benefit from Social Security, the City states at page 24 of their brief as follows:

"...Based on an examination of the benefits and the testimony of Mr. Testin, that statement is simply erroneous. Social Security has a disability benefit, a death benefit, an old age survivorship benefit, a retirement benefit, and Medicare, among many others. (ER. Ex. 36-44). Further, Mr. Testin testified that, in his opinion, Social Security provided a substantial benefit which was a fitting complement to the benefits provided by the Wisconsin Retirement System and which provided Oak Creek Firefighters with equal or better benefits as compared to protectives without Social Security. Although there has been speculation of the future viability of Social Security, such discussion is nothing more than that--speculation. Such speculation can also be made regarding the future viability Wisconsin Retirement System. The federal government stands behind Social Security and, at present, those benefits

do exist. Oak Creek firefighters have both Wisconsin Retirement and Social Security benefits. Each supplements the other, and the result is an advantage to these employees rather than a disadvantage.

The City presented evidence that in the 1983 and 1984 contract settlements the City has settled with the firefighters unit for the same increase amount as they had settled with the police unit and the highway, clerical and engineering unit. They argue that internal equity is maintained for 1985 by accepting the City's offer of 4.5% because the City has settled with Local 133 and the Police Employees Union for the same amount. The City also argues that its final offer is more reasonable in light of total compensation presently received by such employees as referred to by Factor (f) of Section 111.77(6) of the Wis. Stats. The City states in its brief on such point as follows:

"...The Association, without offering any proof, has argued that Oak Creek firefighters are disadvantaged in total compensation and benefits because they participate in Social Security. In fact, ER 19-27 prove that just the opposite is true. The Oak Creek firefighters have at least equal and in many cases better total compensation and benefits when compared to other municipalities.

"A comparative analysis of ER 19-27 reveals that the City of Oak Creek provides better than comparable benefits in the following areas by funding 100% of the benefit:

1. 'Full' payment of Dental Insurance at \$38.28 (family) per month. Only two of the fourteen comparables offer dental, and one of these requires a \$10/month contribution for family coverage. (ER 21-22).
2. '100%' employer paid health insurance at retirement. Only eight of the other fourteen comparables offer any paid retirement health insurance, and only one of these eight pays 100%. (ER 24).
3. 'Full' employer paid health insurance. Health insurance premiums for Oak Creek have risen substantially from 1984 and exceed the cost of premiums for nearly all of the other comparables. Three of the fourteen comparables require employee participation in the premium. (ER 19-20).

"In addition to the benefits listed above, the Employer has presented exhibits which show that Oak Creek firefighters receive comparable benefits regarding the Wisconsin Retirement System, longevity, paid holidays, and uniform allowance (ER 23, 25, 26, 27)."

## DISCUSSION AND CONCLUSIONS

Employer Exhibit No. 31 reveals that employees in the City of Oak Creek were brought under Social Security coverage in 1951. Said exhibit also indicates that firefighters of the City of Oak Creek came under the coverage of WRF in 1956. Association Exhibit No. 9, which is Resolution No. 60-52157 of the City of Oak Creek, indicates that such employees first came under the coverage of WRF in 1957. Such apparent conflict in coverage dates is not material for purposes of this case. What those dates do reveal, however, is that Oak Creek firefighters have been subject to coverage under both Social Security and WRF since at least 1957. The inference from such fact is that during the course of negotiating the level of compensation and contracts between the City and firefighters over the course of those many years subsequent to 1957, the parties undoubtedly would have recognized and worked equitable compensation into their settlement agreements that would recognize the different costs allocated to employees and employers for such dual coverage. The presumption is that the parties have clearly had opportunity to reflect any differences caused by dual coverage by negotiating differences in other areas of the contract. It is clear that the inequity claimed by the Union in this case did not suddenly arise overnight so as to suddenly be subject to immediate redress.

It seems to the undersigned that the Association's final offer position and argument in support of such position is inconsistent in a very major respect.

The Association's offer is for a 4% wage increase plus implementation of a Social Security offset beginning in December of the contract year. Such offset would therefore be effective for only one month during the 1985 contract term. The value of such one-month payment converted to an annual cost is .22% so that the total annual cost of the Union's offer for 1985 is 4.22%.

The Union vigorously argues that the results of dual coverage creates a unique situation that calls for an inequity adjustment. Based on their computations, they place a value on the inequity adjustment as being equal to 2.65% on an annual basis or \$58.00 per month for 12 months on an annual basis computation.

What is then inconsistent with the Union's position and argument is that they then argue that the City should not argue and the arbitrator should not consider the future cost impact of the Social Security offset proposal for any time period subsequent to 1985. They argue that the final offer of each party should be evaluated and considered only on the basis of its cost impact for the contract year of 1985.

If one accepts the Union's argument in that respect and if one accepts the Union's contention that dual coverage has caused an inequitable situation, one would then conclude that the City's offer of 4.5% for the contract year is the one to be preferred because it results in the greatest remuneration to the employees for the contract year of 1985.

While the parties have indicated in their briefs the existence of some difference between them as to the emphasis that each would place on different comparables, for the most part, there is no significant difference in the comparables to which the parties make reference.

In the judgment of the arbitrator, the exhibits entered into the record fairly show that the average level of settlement on the percentage basis among those available comparables indicates a settlement level to which the City's offer is the most comparable. Employer's Exhibit No. 29 lists 14 municipalities, including Oak Creek in the Milwaukee County area of which three participate in the Social Security program for fire department employees. None of the three provide any monetary Social Security offset to employees similar to that proposed by the Association in this case. The Association offer therefore constitutes a proposal that substantially alters the status quo. Additionally, it would clearly constitute a form of wages to employees and undoubtedly would be subject to Social Security and to tax withholding. It simply does not make sense if in fact an inequity exists such as is claimed by the Union, to attempt to reflect such an inequity in such type proposal. The proposed Social Security offset is nothing more than wages, plain and simple. Why call it something else? This arbitrator subscribes to the premise voiced by other arbitrators that status quo should not be changed or new and unique benefits should not be awarded through arbitration absent clear and convincing evidence establishing a need therefor or evidence showing that comparables favor such change from a status quo or the creation and granting of a new benefit.

The arbitrator is not persuaded from the record evidence in this case that the Association has presented the requisite evidence and showing that either of such situations exist that would support or justify adoption of their proposal.

Much of the Association's argument is based on the contention that the benefits received from Social Security coverage is simply not worth the amount of money that employees are paying. The arbitrator recognizes that there has been an apparent increase in such sentiment. The arbitrator is not going to become involved in such type evaluation. Suffice it to say that our duly elected representatives in government have made such judgment determinations on our part. There is no doubt but that there are numerous benefits that flow to participants under Social Security. Opinions will always vary as to the extent to which participants receive their full money's worth. Such matter is best left to the parties to negotiate so as to place negotiated values upon any such differences that they may mutually agree exist. The arbitrator is not persuaded from the record evidence in this case that the employees are not receiving their full money's worth by virtue of Social Security coverage.

There appears to be no dispute about the fact, however, that the City of Oak Creek will contribute 2.65% less to WRF and Social Security on behalf of each employee than will those other employers who contribute only to WRF. The Union's argument in this case is that Oak Creek firefighters are not receiving such 2.65% difference in any other area of compensation. The City contends the employees are receiving such difference as reflected in other benefits. The City argues that Oak Creek employees receive better than average benefits through dental insurance coverage and through higher premium payments for health insurance that are fully paid by the Employer. The record evidence is insufficient to make a fully informed judgment on such argument. One cannot determine what the historical relationship was between Oak Creek and the other comparables over a period of time with

respect to salary only benchmark levels and total compensation levels. The arbitrator has evaluated the City's argument with respect to a comparison with the City of Greenfield to which the Union has made specific reference because Greenfield is one of the few who also are covered by both Social Security and WRF. The evidence indicates that the City of Oak Creek pays \$74.90 per month per employee more for family health insurance coverage and \$38.28 per employee per month for dental insurance coverage more than does the City of Greenfield on behalf of its employees. The evidence shows, however, that on the salary schedule for 1985, City of Greenfield employees will receive \$73.00 per month more than Oak Creek employees will receive under the City's final offer. Greenfield also pays a higher uniform allowance of \$40.00 per year to its employees and provides one holiday more than does Oak Creek. If one runs a rough calculation of the comparative value as between the two, it appears that the City of Greenfield still compensates its employees slightly better than does Oak Creek. The arbitrator therefore reaches no conclusion with respect to whether or not the same type comparative analysis with the other most relevant comparables that the parties have both used in the past would support one side or the other.

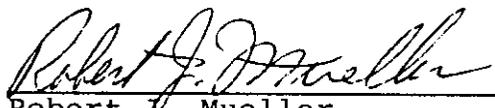
In this case, the Union is arguing that the value to be placed on the inequity that exists is in the amount of 2.65%. Even if the arbitrator accepts such proposition, the undersigned concludes nevertheless, that the Union's final offer does less to correct such inequity than does the final offer of the City. Had the Union proposed the monthly inequity adjustment to be effective for the full 12 months of the 1985 contract, one would have a totally different issue and the arbitrator would then be required to consider and weigh the various factors and comparability criteria to factually determine whether or not a 2.65% inequity factually existed. It is not necessary for the arbitrator to make such determination, however, because of the very nature of the two final offers involved. The 4.5% final offer of the City for the calendar year 1985 is found to be the most reasonable within the application of the statutory factors and the one to be preferred in this case. It is the most comparable to the level of settlements of other comparable communities. It is consistent internally with other settlements with other bargaining units within the City of Oak Creek. It affords greater compensation to employees for the contract year of 1985 and on the basis of comparables and the Union's contention that inequity exists, it yields more to employees in the contract year. Finally, the monthly monetary Social Security sum proposed by the Union constitutes an extraordinary type proposal for which there is no support on the basis of comparables and for which there is inadequate support on the basis of evidence establishing a critical and substantial need therefor.

It therefore follows on the basis of the above facts and discussion thereon, that the undersigned renders the following decision and

#### AWARD

That the final offer of the City is found to be the more reasonable and the one most supported by the statutory

criteria and is directed to be incorporated into and made a part of the labor agreement between the parties for calendar year 1985.

  
Robert J. Mueller  
Arbitrator

Dated at Madison, Wisconsin  
this 25th day of October, 1985.